

ALAMEDA COUNTY SUPERIOR COURT
APPLICATION FOR APPOINTMENT TO ADR PANELS
including Judicial Arbitration, Mediation, Neutral Evaluation, and Private Arbitration

1. APPLICANT:

Applicant's Name: Eileen Barker
 Firm Name: Barker Mediation
 Address: 433 Town Center No. 715
Corte Madera, CA 94925
 City/State/Zip: _____
 Telephone: (415) 925-0900 Fax: (415) 927-7773
 Email: ebarker7@aol.com

2. PANEL REQUEST: *(All applicants are requested to serve as Judicial Arbitrators)*

Check each panel for which you are applying:

 Judicial Arbitration x Mediation x Neutral Evaluation x Private Arbitration

3. EDUCATION:

Dates (from-to)	College/University/Law School	Degree Obtained
1971-75	Indiana University	B.A., psychology
1975-78	Georgetown University	J.D.

4. LEGAL EXPERIENCE: State Bar No. 124734 Date Admitted: 1986

Previously admitted to Washington D.C. Bar, 1978

A. Are you a member in good standing of the State Bar of California? x Yes No

B. Are you a retired judicial officer? Yes x No

Please describe when/where you last served as a judicial officer: _____

C. Are you actively engaged in the practice of law at this time? Yes x No (Practice is
 If not, are you retired from practice? _____ Date retired: _____ restricted to
 If your license is presently inactive, please explain: _____ ADR)

D. Are you currently active in litigation practice? Yes x No
 Approximately what percentage of your practice involves litigation? _____ %

E. If your practice includes personal injury litigation, approximately what percentage of your
 practice involves the representation of: plaintiffs _____ % ; of defendants _____ %?

F. How many of the following have you personally handled as attorney of record in the past
 five years? Jury Trials _____ ; Court Trials _____ ; Mediations _____ ; Arbitrations _____ ;

G. Describe any legal publications or teaching you have done: I am an adjunct
faculty member at Boalt Hall School of Law, UC Berkeley,
JFK University and Sonoma State University. I teach courses
in conflict resolution, mediation and negotiations.

5. ADR TRAINING and EXPERIENCE

I have taken over 400 hours of mediation/ADR training including:

Course Title	Sponsoring Organization	Hours of Credit	Dates
Mediation Training Center for Mediation		32	1990
Advanced Mediation Center for Mediation		32	1996
Mediation/Impasse	National Center Associates	17	1993

A. Number of years experience as: mediator 12 ; arbitrator 8 ; neutral evaluator 4 ;

B. List all other court-connected ADR panels of which you are a member, specifying the processes for which you have qualified: U.S. District Court (mediation, ENE)
San Mateo (mediation, ENE), Alameda (mediation, arbitration)

C. State the name(s) of any organization(s) through which you have provided ADR services during the past five years, giving the dates and the services you provided: Kaiser (arbitration) 1999-2003, Dept. Fair Employment & Housing (mediation) 2001-2003.

D. Describe the subject matter of five disputes in which you served as the ADR provider in the past 5 years, including the dates of service, the process and if you were sole or co-provider.

1. wrongful termination, 4/03, mediation, sole provider ;
2. breach of contract, fraud, 4/03, ENE, sole provider ;
3. partnership dispute, 11/02, mediation, sole provider ;
4. medical malpractice, 1/03, arbitration, sole provider ;
5. pregnancy discrimination, 10/02, mediation, sole provider ;

E. Is your ADR style best described as x facilitative or evaluative/directive? a blend)

F. Describe any ADR related publications or training you have done: I have taught mediation and other ADR courses since 1994. (see 4G, above). A number of my articles on ADR have been published. (see attached list.)

G. Set forth your hourly fee or fee schedule, including any sliding scale or pro bono provisions.

Attach a copy of your fee agreement. (Please note: Judicial arbitrators waive compensation for the first three (3) hours of hearing time in Alameda County and all ADR panelists are requested to accept at least three (3) Judicial arbitration cases per year).

My fee schedule is attached. Standard hourly rate is \$300
for two-party cases. Multi-party or complex cases are \$400
per hour.

6. AVAILABILITY/SPECIAL REQUIREMENTS

A. List any languages, other than English, in which you are able to conduct ADR proceedings:

B. Please state any special bi-cultural/multi-cultural capabilities or familiarity you possess:

C. You are available to conduct ADR conferences: X in your office; X at counsel's office; other (please describe:)

D. You are available to conduct ADR proceedings: X during regular office hours; evenings by appointment; weekends by prior arrangement;

E. Please describe any requirements you have for ADR participants such as submission of copies of pleadings, briefs, declarations in lieu of testimony, etc.:

7. SUBJECT MATTER DESIGNATION

Please check each area below in which you are qualified by training/experience to provide ADR services, indicating the percentage it represents of your law practice, if any, and the ADR process(es) which you are prepared to offer in that area:

Case Type Accepted	% of Practice	Judicial Arb.	Mediation	Neutral Eval.	Private Arb.
Bankruptcy					
Business/Corp.			X		
Civil Rights					
Collections					
Construction					
Contracts			X	X	X
Elder law/abuse					
Employment			X	X	X
-Discrimination			X	X	X
-Harassment			X	X	X
-Termination			X	X	X
Environmental					
Fraud					
False Imprison.					
Family Law			X		
HO Ass'n			X		
Insurance Cov.					
Intellect. Property			X		
Landlord-Tenant			X		
Legal Malpractice					
Maritime					
Med Malpractice			X		X
Partnership			X		
P.I. – Auto			X		
P.I. – Other			X		
Premises Liability			X		
Probate/Trust			X		
Product Liab.					
Real Property			X		
Securities					
Tax					
Toxic Torts					
Wrongful Death					
Other:					

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FEE SCHEDULE

- Hourly Rate: Ms. Barker's standard hourly rate for two-party cases is \$300. Pre-litigation mediation is \$250 per hour. Multi-party or complex cases are \$400 per hour. The hourly rate applies to sessions, hearings, preparation and review of written materials and telephone conferences. There is a four hour minimum for scheduled sessions.
- Other: There is no administrative fee and no charge for an initial consultation. Fees are divided equally among the parties, unless the parties agree otherwise.
- Costs: The parties will be billed the cost of any expenses incurred, such as for overnight deliveries, travel and the like. Travel time (outside of the San Francisco Bay Area) is billed at one-half the actual time.
- Deposit: A deposit is required when the matter is scheduled. If the actual time required is less than the deposit, the balance will be refunded. If the total exceeds the deposit, the balance is due at the end of the session.
- Late Arrivals: Please arrive promptly, as you will be charged starting from the time that we are scheduled to begin.
- Cancellations: If the session is canceled or rescheduled with less than seven (7) days notice, the canceling party will be charged the originally scheduled time (unless the time can be filled). If the parties do not agree on which party is the canceling party, the charges will be split equally between.
- Payment: Payment can be made with checks, Visa or Mastercard.

MEDIATION AND CONFIDENTIALITY AGREEMENT

This Mediation Agreement ("Agreement") is made between the undersigned parties (the "Party" or "Parties") and Mediator (the "Mediator").

1. **AGREEMENT TO MEDIATE**. This Agreement arises from the Parties' desire to settle existing controversies between them, and their agreement to use mediation to attempt in good faith to resolve their dispute.

2. **MEDIATOR'S ROLE/RELEASE**. The Mediator will act as a neutral third party. The Mediator will not act as an attorney or advocate for any Party. Any opinions or assessments which may be expressed by the Mediator do not constitute "legal advice" to any party and all parties are advised and encouraged to obtain independent review by their own counsel, including review of any settlement agreement which results from the mediation. The Parties agree that the Mediator will have no liability for any act or omission in connection with or arising out of the mediation, regardless of the outcome of the mediation.

3. **CONFIDENTIALITY**. All statements made in connection with or during the mediation are confidential, privileged settlement discussions. All such statements are made without prejudice to any Party's legal position, and shall be inadmissible for any purpose in any legal proceeding. Any information disclosed by or on behalf a Party to the Mediator shall be confidential, and shall not constitute a waiver of any privilege. To the extent applicable, the provisions of California Evidence Code sections 1115-1128 and/or the Federal Rules of Evidence shall fully apply to this mediation. The parties agree that the Mediator shall not be subpoenaed or called upon to testify in any subsequent civil proceeding. Any files or notes created or maintained by the mediator are solely for the mediator's use and shall be destroyed following the termination of the mediation.

4. BREACH. Any party breaching this Agreement shall be liable for and shall indemnify the non-breaching parties and the Mediator for all costs, expenses, liabilities, and fees, which may be incurred as a result of such breach.

5. FEES. The Mediator's fee will be \$_____ per hour for all time related to this mediation, including but not limited to document review, research, preparation and telephone calls, plus actual out-of-pocket expenses (such as for photocopies, telephone charges, postage/delivery). All fees will be divided equally among all parties, unless otherwise agreed. A deposit will be required prior to the mediation. If the actual mediation session (together with any reading, research, consultation and preparation time) is less than the deposit, the balance will be refunded. If the total exceeds the deposit, the balance shall be due and payable at the time of the mediation session.

DATED:

MEDIATOR:
